

IN THE UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA

In re

CHAMPIONS ON DISPLAY, LLC,
Debtor.

Case No. 19-10978
Chapter 11

AMENDED MOTION OF AMAZON CAPITAL SERVICES, INC. FOR RELIEF
FROM THE AUTOMATIC STAY AND APPROVING ABANDONMENT OF
PROPERTY, BRIEF IN SUPPORT,
AND NOTICE OF OPPORTUNITY FOR HEARING

Amazon Capital Services, Inc. respectfully requests the Court to enter an order granting stay relief to permit Amazon to exercise remedies with respect to collateral held in its fulfillment centers, consisting of inventory and the proceeds thereof subject to a perfected security interest in Amazon's favor, and approving the Trustee's abandonment of its interest in Amazon's collateral. On the basis stated below, Susan Manchester, as Trustee for the bankruptcy estate of Champions on Display, LLC, does not object to the relief sought.

I.
FACTS

Amazon made a loan to the Debtor in the original principal amount of \$570,000. (Moon Decl. ¶ 2, June 24, 2019, Ex. 1) The Debtor promised to pay interest at an annual rate of 15.22 percent on the outstanding principal amount, together with costs and other amounts. (Moon Decl. ¶ 2, Ex. A.) As security for the Debtor's obligations, the Debtor granted Amazon a security interest in all the Debtor's inventory stored in Amazon's fulfillment centers ("Fulfillment Center Inventory") and in the proceeds of sales of that inventory in the Debtor's account with Amazon ("Inventory Proceeds"). (Moon Decl. ¶ 3, Ex. A.) Taken together,

Amazon's collateral is comprised of the Fulfillment Center Inventory and the Inventory Proceeds (collectively, the "**Amazon Collateral**"). Amazon perfected its security interest by filing a financing statement on September 25, 2013 and a continuation statement on September 5, 2018. (Moon Decl. ¶ 3, Ex. B.)

The Debtor filed for relief under chapter 7 of the Bankruptcy Code on March 19, 2019 (the "**Petition Date**"). (ECF No. 1.) In its schedules of assets and liabilities filed on that same day, the Debtor admitted owing Amazon \$508,541.57. (ECF No. 1 at 14.) According to Amazon's records, as of the Petition Date the Debtor owed Amazon not less than \$498,216.50. The Debtor owes Amazon not less than \$468,349.63 as of June 24, 2019. (Moon Decl. ¶ 4, Ex. C.) Amazon will provide the Trustee with an updated accounting of its claim against the Debtor upon request.

According to the Debtors' schedules, the value of the Fulfillment Center Inventory is only \$238,957.22. (ECF No. 1 at 14.) As of July 6, 2019, Amazon estimates the value of the Fulfillment Center Inventory is \$323,000. As of July 9, 2019, the value of the Inventory Proceeds is \$6,886.95. Amazon consequently expects it will be left an unsecured, non-priority deficiency claim of not less than \$138,462.68.

If the amount it may receive from the liquidation of the Amazon Collateral is less than the amount of the Debtor's obligations to Amazon, Amazon reserves the right to file a proof of claim for the deficiency.

II.

ARGUMENT

A. The Court should grant relief from the automatic stay.

The Court should grant relief from the automatic stay to allow Amazon to exercise its remedies with respect to the Amazon Collateral. Section 362 of the Bankruptcy Code authorizes the Court to grant stay of relief for cause and, with respect to property, if the Debtor does not have equity in the property and the property is not necessary to an effective reorganization.

The Debtor does not need the Amazon Collateral to reorganize because it is liquidating under chapter 7 of the Bankruptcy Code. Based on the Debtor's own admissions, it does not have equity in the Amazon Collateral. If there is equity, however, then authorizing Amazon to exercise its remedies with respect to the Amazon Collateral is the best way of preserving that equity and liquidating the Amazon Collateral for the benefit of all creditors. If the value of the Amazon Collateral proves to be unexpectedly higher than the amount of the obligations owed to Amazon, then the excess will be remitted to the Trustee for distribution.

The stay relief requested by Amazon is to permit liquidation of the Amazon Collateral and the application of proceeds thereof to Amazon's claim against the Debtor's estate. As noted above, Amazon may file an unsecured, non-priority claim for any balance of its claim not satisfied by liquidation of the Amazon Collateral. Amazon has agreed to account to the Trustee regarding liquidation and application of the Amazon Collateral proceeds and respecting any

surplus payable to the Trustee or deficiency amount as may be presented as an unsecured claim in this case.

B. The Court should approve the Trustee's abandonment of any interest in the Amazon Collateral except to the extent of any surplus.

On request of a party in interest, and after notice and a hearing, the Court may order the Trustee to abandon any estate property that is burdensome to the estate or that is of inconsequential value and benefit to the estate. See 11 U.S.C. § 554(b). The bankruptcy estate lacks any equity in the Amazon Collateral, which is of inconsequential value and not of any potential benefit to the estate. The Amazon Collateral is burdensome to the estate because it lacks an incentive to make adequate-protection payments or otherwise care for it.

The Trustee need not abandon any interest in any surplus remaining after the liquidation of the Amazon Collateral and the satisfaction of obligations owed to Amazon. By abandoning any other interest, however, Amazon will not need to name the Trustee in any action to foreclose on the Amazon Collateral, which will save Amazon and the Trustee time and money.

III. NOTICE AND OPPORTUNITY FOR HEARING

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THIS DOCUMENT CAREFULLY AND CONSULT YOUR ATTORNEY ABOUT YOUR RIGHTS AND THE EFFECT OF THIS DOCUMENT. IF YOU DO NOT WANT THE COURT TO GRANT THE REQUESTED RELIEF, OR YOU WISH TO HAVE YOUR VIEWS CONSIDERED, YOU MUST FILE A WRITTEN RESPONSE OR OBJECTION TO THE REQUESTED RELIEF WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF OKLAHOMA, 215 DEAN A. MCGEE AVENUE, OKLAHOMA CITY, OKLAHOMA 73102 NO LATER THAN 14 DAYS FROM THE DATE OF FILING THIS REQUEST FOR RELIEF. YOU SHOULD ALSO MAIL A FILE-STAMPED COPY OF YOUR RESPONSE OR OBJECTION TO THE UNDERSIGNED MOVANT/MOVANT'S ATTORNEY [AND OTHERS WHO ARE REQUIRED TO BE SERVED] AND FILE A

CERTIFICATE OF SERVICE WITH THE COURT. IF NO RESPONSE OR OBJECTION IS TIMELY FILED, THE COURT MAY GRANT THE REQUESTED RELIEF WITHOUT A HEARING OR FURTHER NOTICE. **THE 14 DAY PERIOD INCLUDES THE THREE (3) DAYS ALLOWED FOR MAILING PROVIDED FOR IN RULE 9006(f).**

* * *

Susan Manchester, the Trustee for the Debtor's bankruptcy estate, has agreed (and authorized Amazon to state) that, upon the terms provided in this motion, she does not object to the relief requested by Amazon to allow liquidation and application of proceeds of the Amazon Collateral to Amazon's claim, and to confirm Amazon may assert an unsecured claim against the Debtor's estate for any deficiency as may arise from such liquidation and application. For the foregoing reasons, the Court should grant relief from the automatic stay.

Dated this 24th day of July, 2019.

Respectfully submitted,

/s/Timothy D. Kline

Timothy D. Kline, OBA #5077
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Attorneys for Amazon Capital Services, Inc.

CERTIFICATE OF SERVICE

I certify that on the 24th day of July, 2019, a copy of the Motion was forwarded to the parties listed on the mailing matrix attached hereto.

By: *s/Timothy D. Kline*

Timothy D. Kline, OBA #5077

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DECLARATION

I, Kat Moon, hereby declare:

1. I am employed by Amazon Capital Services, Inc. as a Program Manager. I have personal knowledge of the matters set forth in this declaration, which I acquired through a review of Amazon's business records, personal observations, and discussions with others. If called to testify to these matters, I could do so competently.

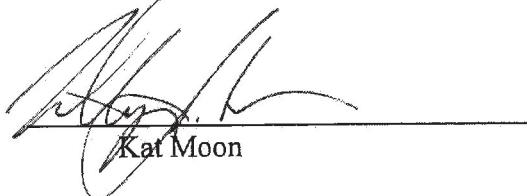
2. Amazon and the Debtor are parties to a loan agreement, a true and correct copy of which is attached as **Exhibit A**. Under the loan agreement Amazon made a loan to the Debtor in the original principal amount of \$570,000. The Debtor promised to pay interest at an annual rate of 15.22 percent on the outstanding principal amount, together with costs and other amounts.

3. As security for the Debtor's obligations, the Debtor granted Amazon a security interest in all the Debtor's inventory stored in Amazon's fulfillment centers and in the proceeds of sales of that inventory held in the Debtor's account with Amazon. Amazon perfected its security interest by filing a financing statement on September 25, 2013 and a continuation statement on September 5, 2018. True and correct copies of the financing statement and the continuation statement are attached as **Exhibit B**.

4. The Debtor owes Amazon not less than \$468,349.63 as of June 24, 2019, consisting of unpaid principal of \$468,349.63. Attached as **Exhibit C** is a true and correct copy of a statement reflecting amounts owed by the Debtor as of June 24, 2019.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Seattle, Washington on June 24th, 2019.



Kat Moon

EXHIBIT A



Application Information

• Loan Amount:	\$570,000.00	• Total Cost:	\$48,079.80
• Loan Term:	12 months	• Monthly Payment:	\$51,506.65
• Interest:	\$48,079.80	• Annual Interest Rate:	15.22%
• Origination Fee:	\$0.00	• Origination Fee Rate:	0.00%
• User:	Darrin Walters darrin@championsondisplay .com	• Application Date:	Dec 15, 2018 09:44 AM PST

Business Information

Legal name of business:	Principal Contact:
Champions On Display, LLC	Darrin Walters
Business address:	Primary Contact Number:
223 E. Main St. Norman, ok 73069	405-412-8426
Primary Email:	Credit History:
darrin@championsondisplay.com	The business and its owner's credit histories are clear of bankruptcy, serious delinquency, open judgement and tax liens.
Federal tax ID:	
On File	Yes

Business declaration:

The business is located and organized in Oklahoma, and all the information in the Business Information section above is correct.

Certifications, Authorizations and Consents:

- **CERTIFY THAT THE BUSINESS IDENTIFIED IN THIS APPLICATION FORM (THE "BUSINESS") WILL USE ALL LOAN PROCEEDS TO DIRECTLY SUPPORT ITS SELLING BUSINESS ON AMAZON, AND FOR NO OTHER PURPOSES.**
- Acknowledge that the Loan is a commercial loan, and is not intended for household or consumer purposes.
- Certify that you are an owner, sole proprietor, or principal of the Business, and that you are duly authorized to apply for the Loan and sign the Loan Agreement, Consent to Electronic Communications and the Terms and Conditions for Automatic ACH Payment Option on behalf of the Business.
- Certify that all owners of the Business are at least 18 years old.
- Certify that neither you nor any affiliate of the Business is (1) an employee of Amazon.com, Inc. or its affiliates, (2) an officer or director of Amazon.com, Inc., or (3) an immediate family member or controlled entity of any officer or director of Amazon.com, Inc.
- Consent to receive any required disclosures, including a response to this Application Form, electronically to the email address listed under the "Primary Contact Email" in this Application Form and agree to the Consent to Electronic Communications.
- Certify that everything you have stated in this Application Form is true and correct.

LOAN AGREEMENT

1. Promise to Pay. If Amazon Capital Services, Inc. ("we", "us" or "our") makes a loan to the business identified in this Application Form ("you") in the principal amount of the Loan Request Amount you selected in the Application Form, you promise to pay us that principal amount, together with accrued interest, as described in this Loan Agreement. The principal, interest, late interest, and any other charges due to us under this Loan Agreement are the "Loan". You promise to make periodic payments of interest and principal according to the schedule set forth in this Loan Agreement. Any amounts due under this Loan Agreement that remain unpaid on the final scheduled payment due date will be due in full on that date.

2. Interest and Late Payment Charges. The principal balance of the Loan will accrue interest daily at the Annual Interest Rate shown in the Application Form from the date the loan proceeds are available to you (the "Origination Date") until the Loan is paid in full. Interest payable on the Loan will be computed by (i) dividing the Annual Interest Rate by twelve to obtain the monthly interest rate (the "Monthly Interest Rate"), (ii) dividing the Monthly Interest Rate by the actual number of days elapsed in the statement period during which interest accrues and (iii) multiplying (ii) above by the principal balance of the Loan outstanding at the beginning of the statement period. Interest on the Loan will accrue on a daily basis and will be payable in arrears (i) on each payment date, (ii) upon any prepayment of the Loan and (iii) at maturity of the Loan. If any payment is not made on time, interest will accrue on all past due amounts under the Loan at an annual interest rate (the "Late Interest Rate") equal to the lesser of the Annual Interest Rate plus 2.0% or the maximum amount permitted by applicable law until those amounts are paid in full.

3. Making Payments. You authorize us to fund the Loan into your Amazon seller account administered by Amazon Services LLC (your "Seller Account"), and you direct Amazon Services LLC to withhold disbursements from your Seller Account, and any other Amazon seller account affiliated with you, sufficient to cover your scheduled payments, as well as any other amounts due, and remit those amounts to us whether or not such action would result in there being insufficient funds to make your next scheduled payment under the Loan Agreement. **Unless we specify otherwise, scheduled loan payments will be automatically deducted from the first Seller Account disbursement after the date payment is due.** If we approve you to make more frequent scheduled payments in amounts less than the Monthly Payment, you agree that this may result in an increase to the total interest due over the life of your Loan, and an increase in the total amount you must pay to us.

For Loans with interest only payments for the first three payment periods after the Origination Date, payments are due monthly in an amount equal to all the accrued interest on the principal balance. Thereafter, the monthly payments are equal to the "Monthly Payment (Principal and Interest)" shown on the Application Form. For Loans that do not qualify for the interest only payments described above, payments are due monthly in an amount equal to the "Monthly Payment" shown on the Application Form. Payments are due on the same date of each month as

the Origination Date (or, if after the 28th of the month, the first day of the next month), beginning the month after the month of your Origination Date.

Loan proceeds will first be applied to pay off any negative seller balance you may have at the time of disbursement into your Seller Account. All payments will be applied in the following order: (i) scheduled payments and other amounts due that have not been paid in full one month after they became due (each a "Past Due Payment"), first to accrued past due interest and then to past due principal, starting with the Past Due Payment that has been outstanding the longest, (ii) currently due interest that has accrued at the Late Interest Rate, (iii) currently due interest that has accrued at the Annual Interest Rate and (iv) currently due principal. If you do not have pending disbursements in your Seller Account sufficient to make your scheduled payment or pay any other amounts due, you will be responsible for paying the difference. You may make payment by Automated Clearing House (ACH) through Seller Central or by check. Checks must: (i) be made out to Amazon Capital Services, Inc., (ii) include the loan number on the subject line and (iii) be mailed to: Amazon Capital Services, Inc., 410 Terry Ave. North, Seattle, WA 98109-5210. When mailing, a tracking number must be obtained and provided, upon request.

4. Prepayment and Refinancing. If you pay off your Loan early, you will not have to pay a penalty. Unless you pay off your Loan in full, any payments in excess of your scheduled payment and charges due will be applied to outstanding principal. If you refinance a loan through Amazon, the proceeds of the refinancing Loan will first be applied to pay off the outstanding principal balance, accrued interest and any other unpaid fees on all existing loans. The net proceeds of the refinancing Loan will be disbursed to your Seller Account. If you terminate your Consent to Electronic Communications, you agree that we may declare this Loan immediately due and payable and exercise all remedies available to us at law or equity or as described in this Loan Agreement, including withdrawing your remaining balance from your Seller Account as funds are available until paid.

5.1. Default. Subject to applicable law, you will be in default under this Loan Agreement if any of the following events occur: (i) we do not receive any payment under this Loan Agreement when due, (ii) you cease offering your products on Amazon.com, (iii) you violate any obligation under the Amazon Services Business Solutions Agreement or any applicable Program Policy, (iv) your ordered product sales on Amazon.com as reported in your Seller Account ("OPS") in any 30 day period are less than 50% of your lowest OPS on Amazon.com in any of the 12 months prior to the date of this Loan Agreement, excluding reductions in OPS that are beyond your reasonable control, (v) the collective value of your units stored in Amazon fulfillment centers in the US, based on your list price of those units on Amazon.com, ("FBA Inventory Value") at any time during the term of this Loan Agreement is less than 50% of your lowest average monthly FBA Inventory Value in any of the 12 months prior to the date of this Loan Agreement, other than because of inventory sales in the ordinary course of business, (vi) you breach any obligation, representation or warranty under or in connection with this Loan Agreement, (vii) you become insolvent, enter into receivership, make an assignment for the benefit of creditors, or declare bankruptcy, or similar

proceedings are commenced by or against you, (viii) any information, signature or certification you provide in connection with the Application Form, this Loan Agreement or the Consent to Electronic Communications is false, fraudulent, misleading or inaccurate, (ix) an event occurs that has a material adverse effect on your business, operations or financial condition or on our rights and remedies under the Loan Agreement, including, but not limited to, any adverse changes regarding the business reported by any credit bureau, (x) the number of ASINs you list as for sale on Amazon.com at any time during the term of this Loan Agreement reduces by 50% or more from the number of ASINs listed as at the Origination Date, or (xi) you do not access Seller Central in any 30 day period. You understand and agree that if your selling privileges on Amazon.com are suspended or terminated based in whole or in part on the occurrence of any event described in this paragraph, that loss of selling privileges shall not give rise to or be used as a basis for any defense to or excuse of your obligation to perform under this Loan Agreement.

5.2. Remedies. If you are in default, subject to any right you may have under law, you agree that we may in our sole discretion exercise any remedy available to us at law or equity, including but not limited to any or all of the following actions: (I) declare the unpaid balance of your Loan to be immediately due and payable, (II) enforce our rights as a secured party by directing Amazon Services LLC to reserve, hold, and pay to us an amount up to the unpaid balance of your Loan from your Seller Account, and any other Amazon seller account affiliated with you, until the unpaid balance of your debt under this Loan Agreement is paid in full, (III) enforce our rights as a secured party, by taking possession of inventory that you or your affiliated seller accounts have stored in Amazon fulfillment centers and disposing of such inventory in accordance with the Uniform Commercial Code, or (IV) offset any amounts that are payable by you to us against any payments we or any of our affiliates may owe to you. If this Loan Agreement is referred to an attorney or third party collections agent to collect the amount you owe or otherwise enforce the terms of this Loan Agreement, you agree to pay all of our costs associated with such collection or enforcement action to the fullest extent not prohibited by applicable law, including without limitation our reasonable attorneys' fees, court and/or arbitration costs and any costs incurred in obtaining and executing upon a judgment. If we choose to take possession of and dispose of any Collateral that consists of Inventory held in an Amazon fulfillment center, you agree that we may credit you with the value of the Collateral as determined by us in good faith pursuant to a valuation formula that may take into account several factors (depending on the circumstances), such as your recent listed and sale prices and those of your competitors for sale of the same or similar Inventory.

6. Security. In order to induce us to make a loan to you, you grant to us, to secure your payment and performance of all of your obligations under this Loan Agreement (including any additional debt arising from your failure to pay or perform under this Loan Agreement, and including all Loans made to you in the future), a continuing first lien security interest in all of the following property you now own or may acquire in the future (the "Collateral"): (i) all inventory at any time stored for you or your affiliate accounts in Amazon fulfillment centers, wherever found, (ii) any right, title or interest in your Seller Account, as well as any other Amazon seller accounts affiliated with you, (iii) all Accounts, Chattel Paper, Deposit Accounts, Documents, Instruments, Investment

Property, or Payment Intangibles, (iv) all Equipment, Goods, Inventory and other tangible personal property located in the United States, (v) any books and records pertaining to the Collateral, and (vi) any insurance, proceeds or products of the foregoing. You represent and warrant that you have and will maintain good, complete and marketable title to all Collateral, free and clear of any and all security interests, liens, or encumbrances of any kind that may be inconsistent with the Loan Agreement or our interests. Unless otherwise defined in this Loan Agreement, capitalized terms in this Section 6 are used as defined in the Uniform Commercial Code of Washington State.

7. Financing Statements; Attorney in Fact. You authorize us to file and, as we may deem necessary or desirable, to sign your name on any documents and take any other actions that we deem necessary or desirable to ensure that our security interest is perfected. You agree to cooperate by signing documents or taking any other action we may request. Except in New Jersey, you appoint us as your attorney in fact to sign your name to documents, applications, filings and certificates of title and transfer documents that are reasonably necessary to evidence or protect our security interest. To the greatest extent not prohibited by law, you agree to pay (and we may charge your Seller Account for) all government imposed fees necessary to file any documents in connection with your obligations under this Loan Agreement. Any financing statements may describe the Collateral as "All assets of the Debtor."

8. Notice of Seller's Default. If you become aware of the existence of any condition or event which with the lapse of time or failure to give notice would constitute an event of default under this Loan Agreement, you will immediately give us written notice describing the condition or event and any related action which you are taking or propose to take.

9. Disputed Payments. You agree not to send us partial payments marked "paid in full," "without recourse," or with similar language, but if you send such a payment, we may accept it without losing any of our rights under this Loan Agreement. All written communications concerning disputed amounts, including but not limited to any check or other payment instrument indicating that the payment constitutes "payment in full" of the amount owed, must be marked for special handling and mailed or delivered to us at 410 Terry Ave. North, Seattle, WA 98109, Attn: Amazon Capital Services, Inc. and will be effective only if so delivered.

10. Notices; Change of Address. You agree that you will have received any notice we send you when the notice is delivered personally to you, when we mail it, postage paid, to the last address that we have for you in our records, or when the notice is delivered via electronic mail to the electronic mail address you provided. You agree to notify us by email at support@amazoncapital.com (i) promptly of any change in your legal business name, electronic mail address, your postal address and telephone number and (ii) within 30 days of any additional secured credit that you obtain at any time during the term of this Loan Agreement.

11. Interpretation; Severability. Paragraph headings are for convenience only and may not be used in the interpretation of this Loan Agreement. If applicable law is finally interpreted so that

charges collected or to be collected in connection with this Loan Agreement exceed the permitted limits, then (i) any such charges will be reduced to the permitted amounts and (ii) any amounts already collected that exceed the permitted amounts will be credited to you by, at our option, applying the credit to any amounts due hereunder or making a direct payment to you. If any provision in this Loan Agreement is invalid under applicable law, the remainder of the provisions in this Loan Agreement will remain in effect. You agree that for purposes of compliance with law under this Loan Agreement, your state of residence is the business address provided in the Application Form.

12. Assignment. We may sell, assign or transfer any or all of our rights or obligations under this Loan Agreement (including without limitation, any or all of the Collateral) and any or all of our rights and remedies under this Loan Agreement without prior notice to you. You may not sell, assign or transfer this Loan Agreement or your obligations under this Loan Agreement.

13. Telephone Monitoring and Recording. From time to time, we may monitor and/or record telephone calls regarding your Loan, and you agree to any such monitoring and/or recording.

14. Communicating with You; Consent to Contact by Electronic and Other Means. We or our agents may contact you for any lawful purpose, including for the collection of amounts owed to us and for the offering of products or services at any of the addresses, phone numbers or email addresses you have provided to us. No such contact will be deemed unsolicited. To the greatest extent not prohibited by applicable law, we or our agents may (i) contact you at any address or telephone number (including wireless cellular telephone or ported landline telephone number) that you may provide to us from time to time; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach you; (iii) use automatic dialing and announcing devices which may play recorded messages; and (iv) send text messages to your telephone. You may contact us at any time to ask that we not contact you using any one or more methods or technologies.

15. Reservation of Rights. We will not be deemed to have waived any of our rights by delaying the enforcement of any of our rights. If we waive any of our rights on one occasion, that waiver will not constitute a waiver by us of our rights on any future occasion. We will be under no duty to enforce payment of the amount owed us under this Loan Agreement by exercising any of our rights under this Loan Agreement.

16. Limitation of Liability. **To the maximum extent permitted by applicable law, we and our affiliates will not be liable to you for any indirect, incidental, special, consequential, or exemplary damages (including damages for loss of profits, goodwill, use, or data), even if we or our affiliates have been advised of the possibility of such damages or losses.** We and our affiliates will not be liable for any delay or failure to perform any obligation under these terms based on reasons, events, or other matters beyond our reasonable control. In any event, our aggregate liability under this Loan Agreement is \$100.

17. Disputes. Any dispute or claim relating in any way to this Loan Agreement will be resolved by binding arbitration, rather than in court, and administered by the American Arbitration Association (AAA). The Federal Arbitration Act and federal arbitration law apply to this agreement. All proceedings shall be conducted in accordance with the AAA Commercial Arbitration Rules, and specifically, the AAA Expedited Procedures; the Procedures for Large, Complex Commercial Disputes shall not apply. The hearing shall be in Seattle, Washington. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, court or AAA costs, witness fees, and reasonable attorneys' fees. **You and we agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.** If for any reason a claim proceeds in court rather than in arbitration, **you and we each waive any right to a jury trial.**

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98051. Instructions for filing an arbitration demand with the AAA are available at www.adr.org.

18. Governing Law. The Federal Arbitration Act, applicable federal law and the laws of the state of Washington, without regard to principles of conflict of laws, will govern this Loan Agreement and any dispute of any sort that might arise between you and us. This Loan Agreement is entered into between you and us in the State of Washington.

19. Privacy Notice. As a subsidiary of Amazon.com, Amazon Capital Services, Inc. follows the same information practices as Amazon.com, and information we collect from you is subject to the Amazon.com Privacy Notice (the "Privacy Notice"), current version of which is located at: <http://www.amazon.com/privacy>

20. Credit Bureau Notice. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

21. Entire Agreement. You agree that this Loan Agreement is our entire agreement with respect to the matters set forth herein and no oral changes can be made.

22. Oral Agreements. PLEASE BE ADVISED THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

CONSENT TO ELECTRONIC COMMUNICATIONS

1. Categories of Communications.

You understand and agree that Amazon Capital Services, Inc., our assignees, agents or other holders of your Loan may provide you by electronic means information regarding your Loan, including communications related to delinquent accounts and disclosures required by applicable federal or state law (collectively, "Communications") which may include, but is not limited to the following:

- The Loan Agreement;
- Letters or notices regarding your Loan, including customer service responses;
- Letters or notices regarding delinquencies, including notices for collections;
- Other federal and state law disclosures, notices and communications in connection with the application for, the opening of, maintenance of or collection of the Loan.

Communications may be sent to the Principal Contact's Email in the Application Form above. Communications may include your name and some information about your Loan, including your balance or payment due dates. Note: Electronic Communications can be accessed by any party with access to your e-mail account or hardware or software used to view your e-mail account. We are not responsible for any unintended disclosure to third parties.

2. Manner of Consent.

You acknowledge that by giving your Consent you demonstrate that you can access information that we may provide to you by electronic Communications.

3. Hardware and Software Requirements.

In order to access and retain Communications, you must have:

- An Internet Browser which supports HTML 4.0 and SSL-encryption, such as Microsoft Internet Explorer 7.0 or later and Firefox 3.6 or later.
- A means to print or store notices and information through your browser software.
- A personal computer or equivalent device capable of connecting to the Internet via dial-up, DSL, Cable Modem, Wireless Access Protocol, or equivalent, and that supports the foregoing requirements.

4. Paper Copies of Communications and Withdrawal of Consent.

Upon your request, we will send you a paper copy of any material provided to you electronically pursuant to this Consent. If you would like a paper copy of any of this material please email us at amazon-lending@amazon.com or write to us at 410 Terry Ave. North, Seattle, WA 98109. There will be no charge for a paper copy of this material. You may also withdraw your consent to electronic disclosures by contacting us in the same manner. If you withdraw your consent to electronic disclosures, we may elect to terminate our relationship with you.

5. Communications in Writing.

All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download a copy of this Consent, the completed Application Form, the Loan Agreement, the Privacy Notice, your application, and any other Communication that is important to you for your records.

6. Federal Law.

You acknowledge and agree that your Consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

7. Electronic Signatures.

You acknowledge that by clicking on the "I Agree", the "Submit" or similar button on this website, you are indicating your intent to sign the relevant document or record and that this will constitute your signature.

TERMS AND CONDITIONS FOR AUTOMATIC ACH PAYMENT OPTION

These terms and conditions (the "Terms and Conditions") govern your use of the automatic ACH payment option as described herein.

1. ACH Payment Option. Amazon permits you to debit your designated financial institution account ("Payment Account") to make one or more payments, as necessary, against any outstanding balance due on the Loan (the "ACH Payment Option"). The ACH Payment Option is only available if the Payment Account registered with Amazon Capital is a valid automated clearing house ("ACH") enabled payment account at a United States-based financial institution.
YOU AUTHORIZE US (OR OUR AGENT) TO INITIATE ONE OR MORE ACH DEBIT ENTRIES (WITHDRAWALS) OR THE CREATION OF AN EQUIVALENT BANK DRAFT FOR THE SPECIFIED AMOUNT(S) (INCLUDING APPLICABLE TAXES OR FEES, IF ANY) FROM YOUR PAYMENT ACCOUNT. All ACH Payment Option debits will be processed in U.S. dollars. We may in our sole discretion refuse the ACH Payment Option to anyone or any user, without notice, for any reason at any time.

2. Acceptance of Terms and Conditions. By using the ACH Payment Option, you agree that you: (a) have read, understand, and agree to these Terms and Conditions, and that this agreement constitutes a "writing signed by you" under any applicable law or regulation; (b) consent to the electronic delivery of disclosures and communications; (c) authorize us (or our

agent) to make any inquiries we consider necessary to validate any dispute involving your payment, including performing credit checks or verifying information with third parties; (d) certify that your Payment Account was established primarily for business or commercial purposes and not primarily for personal, family or household purposes; and (e) agree to be bound by the NACHA Operating Rules.

3. Customer Service. Payments that we process to your Payment Account will be identified as "Amazon" (or similar identifier) on the statement issued by the financial institution holding your account. All questions relating to any payments made using your Payment Account by us should be initially directed to us. Save any payment confirmations that you are provided, and check them against your Payment Account statement. You may also view your loan details and payment history at any time in Seller Central. If you believe that any payment transaction initiated by us (or our agent) with respect to your Payment Account is erroneous, or if you need more information about any such transaction, you should contact us as soon as possible. Notify us at once if you believe the password associated with your Selling on Amazon account has been lost or stolen, or if someone has attempted (or may attempt) to make a transfer from your Payment Account using your Selling on Amazon account without your permission. You may contact us regarding your loan or any payments made using your Selling on Amazon account and by writing to us at support@amazoncapital.com.

4. Agreement Changes. We may in our sole discretion change these Terms and Conditions at any time without notice to you. If any change is found to be invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any other changes to the remainder of these Terms and Conditions. We reserve the right to subcontract any of our rights or obligations under these Terms and Conditions. **YOUR CONTINUED USE OF THIS ACH PAYMENT OPTION AS A PAYMENT METHOD WITH RESPECT TO THE LOAN MADE TO YOU BY AMAZON CAPITAL AFTER WE CHANGE THESE TERMS AND CONDITIONS CONSTITUTES YOUR ACCEPTANCE OF THOSE CHANGES.**

EXHIBIT B



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] PSALUJA 713-533-4661	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) CT LIEN SOLUTIONS P.O. Box 29071 Glendale, CA	

20130925020969380 UC1

09/25/2013 08:31:53 AM

Book: Page:0

PageCount:1

Filing Fee:\$10.00

Doc. Tax:\$0.00

State of Oklahoma

County of Oklahoma

Oklahoma County Clerk

Carolynn Caudill

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME CHAMPIONS ON DISPLAY, LLC				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1025 N. University Blvd		CITY Norman	STATE OK	POSTAL CODE 73069
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION OK	1g. ORGANIZATIONAL ID #, if any 3512066069

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS	ADD'L. INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any

3. SECURED PARTY'S NAME (or NAME of TOTALASSIGNEE of ASSIGNOR S/P) insert only one secured party name (1a or 1b)

3a. ORGANIZATION'S NAME AMAZON CAPITAL SERVICES, INC.				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 2201 Westlake Ave		CITY Seattle	STATE WA	POSTAL CODE 98121

4. This FINANCING STATEMENT covers the following collateral:

(i) All inventory at any time stored for the Debtor in Amazon fulfillment centers, wherever found, that the Debtor now owns or may acquire in the future and all insurance or other proceeds of such inventory, and (ii) the Debtor's Amazon Services LLC seller account that is to be used for making the Debtor's monthly payments under the Loan Agreement between Debtor and Secured Party, as well as any other Amazon Services LLC seller accounts, if any, that the Debtor creates or uses, including without limitation all accounts the Debtor may open in the future.

5. ALTERNATIVE DESIGNATION [if applicable]	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG.LIEN	NON-UCC FILING
6. THIS FINANCING STATEMENT is to be filed for record [or recorded] in the REAL ESTATES RECORDS	Attach Addendum	[if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor (s) [ADDITIONAL FEE]	[optional]	All Debtors	Debtor 1
8. OPTIONAL FILER REFERENCE DATA						

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) PSALUJA 713-533-4661
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) LIEN SOLUTIONS P.O. Box 29071 Glendale CA

20180905020919710 CN1

09/05/2018 08:38:20 AM

Book: Page:0

PageCount:1

Filing Fee:\$10.00

Doc. Tax:\$0.00

State of Oklahoma

County of Oklahoma

Oklahoma County Clerk

David B. Hooten



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

20130925020969380

1b. This FINANCING STATEMENT AMENDMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS.

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement.3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9.
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 84. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.5. PARTY INFORMATION CHANGE:

Check one of the these two boxes:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record CHANGE name and/or address : Complete item 8a or 8b and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b.

6. CURRENT RECORD INFORMATION: Complete for Party Information Change-provide only one name(6a or 6b)(use exact, full name;do not omit,modify or abbreviate any word in the Debtor's name)

OR	6a. ORGANIZATION'S NAME CHAMPIONS ON DISPLAY, LLC	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION:Complete for Assignment or Party Information Change - provide only one name(7a or 7b)(use exact,full name;do not omit,modify, or abbreviate any word of the Debtor's name)

OR	7a. ORGANIZATION'S NAME
	7b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIAL(S) That are part of the name of this Debtor

7c. MAILING ADDRESS

CITY STATE POSTAL CODE COUNTRY

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b)(name of Assignor,if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing DEBTOR

OR	9a. ORGANIZATION'S NAME AMAZON CAPITAL SERVICES, INC.	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
----	--	--------------------------	---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA

EXHIBIT C

Date	Transaction Description	Amount
4/17/2019	Auto-Payment from Selling Account - Principal	(\$5,347.52)
4/17/2019	Auto-Payment from Selling Account - Interest	\$0.00
4/10/2019	Auto-Payment from Selling Account - Principal	(\$5,737.66)
4/10/2019	Auto-Payment from Selling Account - Interest	\$0.00
4/3/2019	Auto-Payment from Selling Account - Principal	(\$1,449.29)
4/3/2019	Auto-Payment from Selling Account - Interest	(\$6,099.21)
4/1/2019	Interest	\$6,099.21
3/31/2019	ACH Payment - Principal	(\$8,779.85)
3/31/2019	ACH Payment - Interest	\$0.00
3/27/2019	Auto-Payment from Selling Account - Principal	(\$8,552.60)
3/27/2019	Auto-Payment from Selling Account - Interest	\$0.00
3/20/2019	Auto-Payment from Selling Account - Principal	(\$7,767.09)
3/20/2019	Auto-Payment from Selling Account - Interest	\$0.00
3/13/2019	Auto-Payment from Selling Account - Principal	(\$12,671.81)
3/13/2019	Auto-Payment from Selling Account - Interest	\$0.00
3/6/2019	Auto-Payment from Selling Account - Principal	(\$7,067.39)
3/6/2019	Auto-Payment from Selling Account - Interest	(\$6,667.91)
3/1/2019	Interest	\$6,667.91
2/5/2019	ACH Payment - Principal	(\$44,277.16)
2/5/2019	ACH Payment - Interest	(\$7,229.49)
2/1/2019	Interest	\$7,229.49
12/31/2018	Origination Fee Payment	\$0.00
12/31/2018	Loan Amount	\$570,000.00
12/31/2018	Origination Fee	\$0.00

Label Matrix for local noticing

1087-5

Case 19-10978

Western District of Oklahoma

Oklahoma City

Wed Jul 24 13:52:04 CDT 2019

ADT

1 Town Center Rd.

Boca Raton FL 33486-1039

AMEX Gold

200 Vesey Street

New York NY 10285-1000

AMEX Plum

200 Vesey Street

New York NY 10285-1000

AMEX SPG

200 Vesey Street

New York NY 10285-1000

AMEX Starwood

200 Vesey Street

New York NY 10285-1000

AT&T Mobile

PO Box 6463

Carol Stream IL 60197-6463

Adobe

345 Park Avenue

San Jose CA 95110-2704

Amazon Capital Services

410 Terry Ave. North,

Seattle WA 98109-5210

Amazon Capital Services, Inc.

Hugh McCullough

Davis Wright Tremaine LLP

920 Fifth Avenue, Suite 3300

Seattle, WA 98104-1610

American Express National Bank

c/o Becket and Lee LLP

PO Box 3001

Malvern PA 19355-0701

Asendia

Accounting Department

701C Ashland Ave.

Folcroft PA 19032-2016

Brown and Joseph, LLC

PO Box 59838

Schaumburg IL 60159-0838

CES, Ltd.

100 W. Kirby

Detroit MI 48202-4044

Cathy C Barnum

1011 24th Ave, NW

Norman, OK 73069-6365

Champions on Display LLC

223 East Main Street

Norman, OK 73069-1304

Channel Advisor

3025 Carrington Mill Boulevard,

Suite 500

Morrisville NC 27560-5442

Chase

P.O. Box 15298

Wilmington DE 19850-5298

Citibank

Box 6000

Sioux Falls SD 57117-6000

Cox Business

Department 102437

PO BOX 1259

Oaks PA 19456-1259

Darrin Walters

4116 Colchester Court

Norman OK 73072-4232

Discover

P.O. Box 6103

Carol Stream IL 60197-6103

Dunman Properties LLC

6123 Lupton Drive

Dallas, TX 75225-1920

Google Adwords

1600 Amphitheatre Parkway

Mountain View CA 94043-1351

(p) INTUIT INC C O CORPORATION SERVICE COMPANY

251 LITTLE FALLS DRIVE

WILMINGTON DE 19808-1674

J. America/Vetta Brands

1200 Mason Court

Webberville MI 48892-9021

Kabbage

925B Peachtree Street NE

Suite 1688

Atlanta GA 30309-3918

Timothy Kline

Phillips Murrah PC

Corporate Tower, 13th Floor

101 North Robinson Avenue

Oklahoma City, OK 73102-5504

Susan J. Manchester

1100 N Shartel

Oklahoma City, OK 73103-2602

Microsoft Office 360

One Microsoft Way

Redmond WA 98052-8300

Stephen J. Moriarty
 Fellers Snider
 100 N. Broadway Ave., Suite 1700
 Oklahoma City, OK 73102-8820

Oklahoma Employment Security Commission
 PO Box 53039
 Oklahoma City, OK 73152-3039

PayPal Business Loan
 c/o Swift Financial LLC
 3505 Silverside Road
 Wilmington DE 19810-4905

Paypal Working Capital
 Attn: Executive Escalation
 P.O. Box 5018
 Lutherville Timonium MD 21094-5018

Peak Property, LLC
 123 East Main Street
 Norman OK 73069-1302

RICO
 8030 Solutions Center
 Chicago IL 60677-8000

Craig Regens
 Gable Gotwals
 One Leadership Square 15th Floor
 211 N Robinson Ave
 Oklahoma City, OK 73102-7109

G. Blaine Schwabe
 Gable Gotwals Mock Schwabe
 One Leadership Sq, 211 N Robinson
 Oklahoma City, OK 73102

G. Blaine Schwabe III
 GableGotwals
 One Leadership Square, 15th Floor
 211 North Robinson
 Oklahoma City, OK 73102-7109

Search Spring
 3461 Ringsby Ct. #440
 Denver CO 80216-4940

SearchSpring
 3461 Ringsby Ct. #440
 Denver, CO 80216-4940

(p) SHELTER INSURANCE COMPANY
 1817 W BROADWAY
 COLUMBIA MO 65218-0001

Stamps.com
 1990 E. Grand Ave
 El Segundo CA 90245-5013

Swift Financial LLC
 Successor in interest to Celtic Bank Co
 3505 Silverside Road Suite 200
 Wilmington DE 19810-4905

The Hartford Financial Services Group
 301 Woods Park Drive I (NHBC / 2nd Floor
 Clinton NY 13323-1139

Top of the World
 3001 36th Ave NW,
 Norman OK 73072-2417

Trust Pilot
 245 Fifth Avenue
 New York NY 10016-8728

UPS
 55 Glenlake Parkway, NE
 Atlanta GA 30328-3474

United States Trustee
 United States Trustee
 215 Dean A. McGee Ave., 4th Floor
 Oklahoma City, OK 73102-3479

Upfund, Inc
 540 Howard Street
 San Francisco CA 94105-3012

WinCraft, Incorporated
 960 E Mark St
 Winona, MN 55987-4723

Wincraft
 Credit Department
 960 E Mark St
 Winona MN 55987-4723

Zephyr
 5443 Earhart Rd.
 Loveland CO 80538-8846

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Intuit
 2700 Coast Ave
 Mountain View CA 94043

Shelter Insurance
 Corporate Office
 1817 W. Broadway
 Columbia MO 65218

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Amazon Capital Services, Inc.

(u)CHTD Company-agent for unknown creditor

(d)Dunman Properties, LLC

6123 Lupton Drive

Dallas TX 75225-1920

(u)Louis M Dakil and Dakil Auctioneers, Inc.

(d)Susan J. Manchester

1100 N Shartel

Oklahoma City, OK 73103-2602

End of Label Matrix

Mailable recipients 52

Bypassed recipients 5

Total 57